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f/k/a NEL HYDROGEN A/S NEL HYDROGEN INC.,

JON ANDRE LOKKE, STEIN OVE ERDAL,

HAKON VOLLDAL, ROBERT BORIN

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

IWATANI CORPORATION OF  
AMERICA, a New Jersey corporation,  
  
Plaintiff,

v.

NEL ASA, a Norway corporation,  
CAVENDISH HYDROGEN A/S f/k/a  
NEL HYDROGEN A/S, a Denmark  
corporation, NEL HYDROGEN INC., a  
California corporation, JON ANDRE  
LOKKE, an individual, STEIN OVE  
ERDAL, an individual, HAKON  
VOLLDAL, an individual, ROBERT  
BORIN, an individual, and DOES 1-10,  
  
Defendants.

Case No. 8:24-cv-00192 JVS (KESx)

**JOINT STIPULATION FOR  
PROTECTIVE ORDER**

[Proposed Protective Order Filed  
Concurrently Herewith]

Discovery Cutoff: December 22, 2025

Motion Cutoff: August 3, 2026

Trial Date: October 20, 2026

Judge: Hon. James V. Selna

Plaintiff **IWATANI CORPORATION OF AMERICA**, (“Plaintiff”) and  
Defendants, **NEL ASA, CAVENDISH HYDROGEN A/S (f/k/a NEL  
HYDROGEN A/S), NEL HYDROGEN INC., JON ANDRÉ LØKKE, STEIN  
OVE ERDAL, ROBERT BORIN, and HÅKON VOLLDAL** (collectively the  
“Defendants”), hereby stipulate to entry of a Protective Order, subject to this  
Court's approval:

Purposes and Limitations. Discovery in this action involves the production of  
confidential, proprietary, or private information for which special protection from  
public disclosure and from use for any purpose other than prosecuting this litigation  
may be warranted. In particular, the foreign defendants are subject to the data  
protection laws of their respective countries, which includes the European Union’s  
General Data Protection Regulation (GDPR) and its Norwegian counterpart. These  
data protection regulations place additional protections on, *inter alia*, personal data  
of the Defendants’ employees and third parties, whose data may be intermingled

1 with material otherwise discoverable in this action pursuant to the applicable  
2 Federal Rules of Civil Procedure.

3 Accordingly, the Parties ask this Court to enter the following Stipulated  
4 Protective Order. The Parties acknowledge that this Order does not confer blanket  
5 protections on all disclosures or responses to discovery and that the protection it  
6 affords from public disclosure and use extends only to the limited information or  
7 items that are entitled to confidential treatment under applicable legal principles.  
8 The Parties further acknowledge that this Stipulated Protective Order does not  
9 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets  
10 forth the procedures that must be followed and the standards that will be applied  
11 when a party seeks permission from the court to file material under seal.

12 Good Cause Statement. This action is likely to involve trade secrets,  
13 confidential agreements and/or contracts with third parties, customer and pricing  
14 lists and other valuable research, development, commercial, financial, technical,  
15 and/or proprietary information for which special protection from public disclosure  
16 and from use for any purpose other than prosecution of this action is warranted.

17 Additionally, GDPR and other similar data protection laws, rules, and  
18 regulations applicable to the foreign Defendants further protect sensitive and/or  
19 personal data from disclosure.

20 Accordingly, to expedite the flow of discovery materials, to adequately  
21 protect information the Parties are entitled and/or obligated to keep confidential, to  
22 ensure that the Parties are permitted reasonable necessary uses of such material in  
23 preparation for and in the conduct of trial, to address their handling at the end of the  
24 litigation, and serve the ends of justice, a protective order for such information is  
25 justified in this matter. It is the intent of the Parties that information will not be  
26 designated as confidential for tactical reasons and that nothing be so designated  
27 without a good faith belief that it has either been maintained in a confidential non-  
28 public manner, or that it applicable privacy and data protection regulations require

1 the data to be kept confidential, and there is good cause why it should not be part of  
2 the public record of this case.

3 1. Proceedings and Information Governed. This Order shall govern any  
4 document, information or other thing furnished by any party, including third parties,  
5 to any other party in connection with the discovery and pre-trial phase of this action  
6 ("Information"). The Order does not govern proceedings during trial nor does it  
7 prohibit either party from seeking a Protective Order to govern proceedings during  
8 trial.

9 2. Designation of Information for Protection Under This Order. Any such  
10 Information produced in this action that is reasonably believed by the producing  
11 party to be non-public, proprietary or confidential may be designated as  
12 "Confidential" or "Highly Confidential - Attorneys' Eyes Only." The appropriate  
13 designation may be made by stamping or otherwise marking the Information prior to  
14 production as appropriate. In the case of written material, documents or tangible  
15 items, the appropriate designation shall be made at the time the producing party  
16 makes the Information available for inspection or provides a copy of the Information  
17 to the receiving party. In the case of deposition testimony, a party seeking to invoke  
18 the protection of this Order shall give notice thereof at the deposition or within  
19 fifteen (15) days after receipt of the deposition transcript. Deposition testimony  
20 shall be treated as "Highly Confidential - Attorneys' Eyes Only" until expiration of  
21 the fifteen (15) day notice period.

22 In the event such notice is given, the appropriate provisions of paragraphs 12  
23 and 13 below shall apply. In the event that Information is provided under this  
24 Order, whether in written, oral or other form, without any designation of  
25 confidentiality, such Information may be designated "Confidential" or "Highly  
26 Confidential - Attorneys' Eyes Only" at a later time, and shall be treated as  
27 "Confidential" or "Highly Confidential - Attorneys' Eyes Only" by all parties hereto  
28 as though such Information had been designated "Confidential" or "Highly

1 Confidential - Attorneys' Eyes Only" when originally provided, except to the extent  
2 that such Information has already been disclosed to persons not subject to this  
3 Order. In the event that the Information referred to immediately above is disclosed  
4 to persons not subject to this Order, the party that made such disclosure shall  
5 identify such recipients to the other party in this action, unless such disclosure is  
6 subject to the attorney client privilege or attorney work product doctrine.

7 3. Disclosure of Confidential Information. As a general guideline,  
8 Information marked "Confidential," as distinguished from "Highly Confidential -  
9 Attorneys' Eyes Only," shall include Information that may be disclosed by the  
10 parties for the purposes of the litigation, but which must be protected against  
11 disclosure to third parties. Once designated as "Confidential," such designated  
12 Information shall, absent a specific order by this Court, be used by the parties solely  
13 in connection with this litigation, and not for any business, competitive, or  
14 governmental purpose or function, and such Information shall not be disclosed to  
15 anyone except as provided herein. Information marked "Confidential" may be  
16 disclosed by the receiving party to the following recipients only:

17 (a) Outside counsel in this litigation and their respective associates,  
18 clerks, legal assistants, stenographic and support personnel, translators, and  
19 organizations retained by such attorneys to provide litigation support services in this  
20 action and the employees of said organizations;

21 (b) Retained independent experts and consultants retained in this  
22 action by the parties or their outside counsel, and the employees of such experts and  
23 consultants who are assisting them;

24 (c) The officers, directors and employees (present or former) of a  
25 party;

26 (d) The Court and its respective clerks and support personnel;

27 (e) Court reporters, videographers, and translators employed in  
28 connection with this action;

- 1 (f) The persons permitted under paragraph 11 below; and
- 2 (g) Such other persons as hereafter may be designated by written
- 3 agreement of all parties in this action or by Order of the Court, such Order obtained
- 4 on noticed motion (or on shortened time as the Court may allow), permitting such
- 5 disclosure.

6 4. Highly Confidential - Attorneys' Eyes Only Information. As a further

7 general guideline, Information designated as "Highly Confidential - Attorneys' Eyes

8 Only" shall be Information of a proprietary business or technical nature that might

9 be of value to a competitor or potential customer of the party or non-party holding

10 the proprietary rights thereto, and that must be protected from disclosure. Once

11 designated as "Highly Confidential - Attorneys' Eyes Only," such designated

12 Information shall, absent a specific order by this Court, be used by the parties solely

13 in connection with this litigation, and not for any business or governmental purpose

14 or function, and such Information shall not be disclosed to anyone except as

15 provided herein. All Information designated "Highly Confidential - Attorneys' Eyes

16 Only" is included within the meaning of "Confidential" Information as used in this

17 Order, and all the provisions set forth in the Order that apply to "Confidential"

18 Information also apply to material designated "Highly Confidential - Attorneys'

19 Eyes Only." However, Information designated "Highly Confidential - Attorneys'

20 Eyes Only" shall not be disclosed to persons referred to in subparagraph 3(c) of this

21 Order, except as provided in paragraph 11 (i.e., the authors or addressees of the

22 document). In-house counsel and staff are specifically excluded from access to

23 Information designated "Highly Confidential - Attorneys' Eyes Only."

24 5. Reference to Information. Notwithstanding any provision in this

25 Stipulation and Protective Order, nothing in this Order shall prohibit or otherwise

26 restrict counsel from referring to in a general way, relying on, or evaluating

27 "Confidential" or "Highly Confidential - Attorneys' Eyes Only" Information in the

28 course of advising a party client with respect to this lawsuit, provided, however, that

1 counsel shall not disclose the specific substance or content of any “Confidential” or  
2 “Highly Confidential - Attorneys’ Eyes Only” Information if such disclosure would  
3 violate this Order. However, it is expressly understood and agreed that, regardless  
4 of any claim that such information is “Confidential” or “Highly Confidential -  
5 Attorneys’ Eyes Only”, a party’s counsel may disclose to its clients the damages  
6 theories, methodologies, and calculations claimed by the other parties, including the  
7 evidentiary support for those damages.

8         6.     Declarations. Each person referred to in paragraph 3 hereof, except  
9 persons falling under paragraph 3(a), 3(d), 3(e) and clerical and stenographic  
10 personnel falling within paragraph 3(b) above, to whom Information designated  
11 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” is to be disclosed in  
12 any way, shall execute a declaration, in the form attached as **Exhibit A**, agreeing to  
13 be bound by the terms of this Order, and a copy of the declaration shall be  
14 maintained by outside counsel for the party making such disclosure. Persons falling  
15 under paragraph 3(a) shall read a copy of this Stipulation and Order and sign and  
16 date it to signify they have read, understood and agreed to be bound by its terms and  
17 provisions.

18         7.     Use. “Confidential” or “Highly Confidential - Attorneys’ Eyes Only”  
19 Information shall be used by the persons to whom it is disclosed solely in  
20 preparation for trial and trial of this lawsuit, and any appellate proceeding related  
21 thereto. “Confidential” or “Highly Confidential - Attorneys’ Eyes Only”  
22 Information shall not be used by such persons for any business, governmental or  
23 other purpose, unless agreed to in writing and signed by all parties to this action or  
24 as authorized by further order of the Court. No person who receives “Confidential”  
25 or “Highly Confidential - Attorneys’ Eyes Only” Information shall disclose it to any  
26 person not entitled under this Order to receive it.

27         8.     Court Procedures.

28             (a)     When filing pleadings which contain or attach Information



1 designated as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only, the  
2 party so filing shall comply with C.D. Ca. Rule 79-5 and seek leave of Court to file  
3 under seal.

4 (d) The filing of a document under seal pursuant to this paragraph 8  
5 does not restrict in any way a party’s right to disclose or use any part of the  
6 document that does not contain, annex or expressly refer to Information designated  
7 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” under this Order.

8 (e) If, after complying with the foregoing, the Court refuses to file  
9 the materials under seal, the Receiving Party may file materials otherwise  
10 designated as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” in the  
11 public record. Such filing shall be without prejudice to the Designating Party to  
12 subsequently filing a Motion to retroactively seal the same.

13 (f) In addition to the Court procedures in paragraphs 8.a through 8.e,  
14 the Parties shall comply with applicable data protection legislation, including  
15 without limitation GDPR, for the purpose of, *inter alia*, protecting from public  
16 disclosure all personal data received in the context of this action, including the  
17 discovery process, to the maximum extent possible. The Parties may process said  
18 personal data solely for the specific purpose of establishing, exercising or defending  
19 legal claims in the context of this action, including but not limited to the discovery  
20 process (the “Purpose”), and shall at all times ensure that said personal data is  
21 adequate, relevant and limited to what is necessary in relation to the Purpose. This  
22 shall, as an example, include i) redacting all non-material personal data (for example  
23 and without limitation, the names, email addresses, or phone numbers of non-party  
24 individuals) from materials submitted to the Court or in public, and ii) limiting the  
25 personal data that the Parties place or attempt to place into the public record to only  
26 personal data whose inclusion is strictly necessary for the Purpose. Additionally, the  
27 Parties agree that said personal data shall be processed for no longer than is  
28 necessary for the Purpose, after which the Parties shall immediately delete/destroy



1 the personal data in a secure and irreversible manner. Further, the Parties shall  
2 process the personal data in a manner that ensures appropriate security of said  
3 personal data, including protection against unauthorized or unlawful processing and  
4 against accidental loss, destruction or damage, using appropriate technical and  
5 organizational measures, including, but not limited to, by the use of encryption and  
6 access management.

7 9. Limitations on Scope of Protective Order.

8 (a) The restrictions and obligations of this Order shall not apply to  
9 any information that (a) the parties agree or the Court rules should not be designated  
10 confidential Information; (b) the parties agree, or the Court rules, is already public  
11 knowledge; (c) the parties agree, or the Court rules, has become public knowledge  
12 other than as a result of disclosure by the receiving party, its employees, or its  
13 agents in violation of this Protective Order; or (d) has come or shall come into the  
14 receiving party's legitimate knowledge independently of the production by the  
15 producing party.

16 (b) The restrictions and obligations herein shall not be deemed to  
17 prohibit discussions of any confidential Information with anyone if that person  
18 already has or obtains legitimate possession thereof.

19 (c) Nothing herein shall be construed to prevent disclosure of  
20 confidential Information if such disclosure is required by order of the Court.

21 (d) Nothing herein is intended to prohibit or restrict in any way a  
22 party's or its counsel's use or distribution of its own information.

23 (e) This Protective Order shall be without prejudice to the right of  
24 any party to oppose production of any information for lack of relevance or any other  
25 ground other than the mere presence of confidential Information. The existence of  
26 this Protective Order shall not be used by any party as a basis for discovery that is  
27 otherwise not proper under the Federal Rules of Civil Procedure.

28 (f) Nothing in this Protective Order shall bar counsel from rendering

1 advice to their clients with respect to this litigation and, in the course thereof,  
2 relying upon any information designated as Confidential Information or  
3 Confidential – Attorneys’ Eyes Only, provided that the contents of the information  
4 shall not be disclosed except as set forth above.

5 (g) Nothing herein shall prejudice the right of any party to object to  
6 the production of any information on the grounds that such material is protected as  
7 privileged or as attorney work product.

8 (h) Nothing herein is intended to or shall reduce the Parties’  
9 obligations under applicable data protection legislation, including without limitation  
10 GDPR, to appropriately and adequately protect any and all subject data.

11 10. Removal. A party may seek to downgrade or remove a confidentiality  
12 designation applied under this Order. In such event, the following procedure shall  
13 be utilized:

14 (a) The party or person seeking such downgrade or removal shall  
15 give counsel of record for the other party written notice thereof, supported by  
16 reasons therefor specifying the Information as to which such downgrade or removal  
17 is sought;

18 (b) If the parties cannot reach agreement concerning the matter  
19 within ten (10) days after delivery (or in the case of mailing, thirteen (13) days  
20 thereafter) of the notice, or such shorter time as the Court may allow, then the party  
21 seeking the downgrade or removal may file and serve a motion for an order of this  
22 Court for appropriate relief. Any such motion shall comply with Local Rule 79-5  
23 and be set for the earliest possible date on the Court’s law and motion calendar. In  
24 any such motion, the party seeking to protect the Information bears the burden to  
25 establish the appropriateness of the protection or degree of protection sought.

26 11. Disclosure to Author or Addressee. Nothing herein shall prohibit a  
27 party, or its counsel, from disclosing Information that has been designated as  
28 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” Information to

1 persons who are authors or addressees of such Information.

2 12. Depositions. Any deposition reporter who takes down or receives  
3 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” Information at a  
4 deposition shall be given a copy of this Order. In addition, all deposition testimony  
5 and exhibits designated either as “Confidential” or “Highly Confidential -  
6 Attorneys’ Eyes Only” shall be bound in a separate transcript, and clearly marked on  
7 each page either “Confidential” or “Highly Confidential - Attorneys’ Eyes Only.” If  
8 counsel, pursuant to the provisions of Paragraph 2 above, designates any deposition  
9 testimony “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” within  
10 the fifteen (15) day period after receiving the deposition transcript, counsel shall  
11 specifically identify in writing which portions are to be “Confidential” or “Highly  
12 Confidential - Attorneys’ Eyes Only” and shall send such writing to counsel for all  
13 parties involved in the action. Counsel for each party shall then be responsible for  
14 marking, as either “Confidential” or “Highly Confidential - Attorneys’ Eyes Only”,  
15 the appropriate pages of the deposition transcript so identified.

16 13. Exclusion from Deposition. Whenever any Information designated as  
17 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” is to be discussed  
18 or disclosed in a deposition, any party claiming such confidentiality may exclude  
19 from the room any person who is not entitled to receive Information designated as  
20 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only.”

21 14. Third Party Confidentiality Rights. In the event that Information in the  
22 possession or control of a party involves the confidentiality rights of a non-party or  
23 that its disclosure would violate a protective order issued in another action, the party  
24 with possession or control of the Information will attempt to obtain the consent of  
25 the non-party to disclose the Information under this Order. If the consent of the  
26 non-party cannot be obtained, the party will notify the party seeking discovery of:  
27 (a) The existence of the Information, without producing such Information and; (b)  
28 The identity of the non-party. The party seeking discovery may then make further

1 application to the non-party or seek other means to obtain such Information.

2 Except, that in the event that the confidentiality rights of a non-party to  
3 Information in the possession or control of a party arise from applicable data  
4 protection legislation, including without limitation GDPR, or similar obligation of  
5 the Defendants, then the provisions of paragraph 8.f above shall apply.

6 15. Subpoenas. In the event any person or party having possession,  
7 custody or control of any “Confidential” or “Highly Confidential - Attorneys’ Eyes  
8 Only” Information receives a subpoena or other process or order to produce such  
9 Information, the recipient of the subpoena shall advise the attorney for the party  
10 issuing the subpoena that the Information being requested has been designated  
11 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” pursuant to a court  
12 order. The attorney for the party receiving the subpoena shall promptly notify in  
13 writing the attorneys of record of the party claiming such confidential treatment of  
14 the Information sought by such process and shall promptly furnish those attorneys of  
15 record with a copy of the same.

16 16. No Waiver. Neither the taking of nor the failure to take any action to  
17 enforce the provisions of this Order, nor the failure to object to any designation or  
18 any such action or omission, shall constitute a waiver of any right to seek and obtain  
19 protection or relief, other than as specified herein, of any claim or defense in this  
20 action or any other action including, but not limited to, the claim or defense that any  
21 Information is or is not proprietary to any party, is or is not entitled to particular  
22 protection, or that such Information embodies trade secrets or other confidential  
23 material of any party. The procedures set forth herein shall not affect the rights of  
24 the parties to object to discovery on grounds other than those related to trade secrets  
25 or other proprietary information claims, nor shall it relieve a party of the necessity  
26 of proper response to discovery devices.

27 17. Unauthorized Disclosure.

28 (a) If “Confidential” or “Highly Confidential - Attorneys’ Eyes

1 Only” Information is disclosed to any person other than in the manner authorized by  
2 this Protective Order (an “Unauthorized Person”), the party responsible for the  
3 unauthorized disclosure, and any party with knowledge of the unauthorized  
4 disclosure shall, immediately upon learning of such disclosure, inform the producing  
5 party of all pertinent facts relating to such disclosure including, without limitation,  
6 the identification of the “Confidential” or “Highly Confidential - Attorneys’ Eyes  
7 Only” Information disclosed and the Unauthorized Persons to whom the disclosure  
8 was made.

9 (b) The party responsible for the unauthorized disclosure shall also  
10 promptly take all reasonable measures to recover the “Confidential” or “Highly  
11 Confidential - Attorneys’ Eyes Only” Information disclosed without authorization  
12 and to ensure that no further or greater unauthorized disclosure or use of such  
13 Information is made by doing the following, without limitation, (i) promptly  
14 informing the Unauthorized Person that the disclosed information contains  
15 confidential Information and of the provisions of this Protective Order; (ii)  
16 requesting that the Unauthorized Person sign an undertaking in the form attached as  
17 Exhibit A (to be promptly provided to the producing party); and (iii) making best  
18 efforts to retrieve all copies of confidential Information disclosed to the  
19 Unauthorized Person. The producing party and party that disclosed the confidential  
20 Information shall cooperate in good faith in this effort.

21 (c) Any person found to have made an impermissible use of any  
22 confidential Information will be subject to, without limitation, appropriate civil  
23 penalties, including contempt of court.

24 (d) No party shall be responsible to another party for disclosure of  
25 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” Information under  
26 this Protective Order if the information in question is not labeled or otherwise  
27 identified as such in accordance with this Protective Order.

28 18. No Probative Value. This Stipulation and Protective Order shall not

1 abrogate or diminish any contractual, statutory or other legal obligation or right of  
2 any party to this Order, as to any third party, with respect to any “Confidential” or  
3 “Highly Confidential - Attorneys’ Eyes Only” Information. The fact that  
4 Information is designated “Confidential” or “Highly Confidential - Attorneys’ Eyes  
5 Only” under this Stipulation and Protective Order shall not be deemed to be  
6 determinative of what a trier of fact may determine to be confidential or proprietary.  
7 This Order shall be without prejudice to the right of any party to bring before the  
8 Court the question of: (i) whether any particular material is or is not confidential; (ii)  
9 whether any particular information or material is or is not entitled to a greater or  
10 lesser degree of protection than provided hereunder; or (iii) whether any particular  
11 information or material is or is not relevant to any issue of this case, provided that in  
12 doing so the party complies with the foregoing procedures. Absent a stipulation of  
13 all parties, the fact that Information has been designated confidential under this  
14 Stipulation and Protective Order shall not be admissible during the trial of this  
15 action, nor shall the jury be advised of such designation. The fact that any  
16 Information is disclosed, used or produced in discovery or trial herein shall not be  
17 construed admissible, or offered in any action or proceeding before any court,  
18 agency or tribunal as evidence of or concerning whether or not such Information is  
19 confidential or proprietary.

20       19. Return of Information. Within sixty (60) days of final termination of  
21 this action, including any and all appeals, each party and counsel for each party  
22 shall, at the producing party’s election, destroy or return all “Confidential” or  
23 “Highly Confidential - Attorneys’ Eyes Only” Information to the party that  
24 produced the information, including any copies, excerpts, and summaries thereof  
25 and has purged all such information from all machine-readable media on which it  
26 resides, and shall certify to the other producing party that all such information has  
27 been destroyed/returned. Notwithstanding the foregoing, outside counsel for each  
28 party may retain one set of all pleadings, briefs, memoranda, motions, expert

1 reports, or other documents filed with the Court that refer to or incorporate  
2 confidential Information, and will continue to be bound by this Protective Order  
3 with respect to all such retained information. Further attorney work product  
4 materials that contain confidential Information need not be destroyed, but, if they  
5 are not destroyed, the person in possession of the attorney work product will  
6 continue to be bound by this Protective Order with respect to all such retained  
7 information.

8       20. Effective Date. Upon the signing of this Stipulation and Protective  
9 Order by the United States District Court Judge, or Magistrate Judge, this  
10 Stipulation and Protective Order shall be effective as against all party signators to  
11 the Stipulation for entry of this Stipulated Protective Order as of the date of such  
12 signature of that party or party's representative, thereby rendering this Order  
13 effective nunc pro tunc to the date of such party's signature.

14       21. Amendment. Either party may move the Court to amend this  
15 Stipulated Protective Order at any time. Moreover, parties entering into this  
16 Stipulated Protective Order will not be deemed to have waived any of their rights to  
17 seek later amendment to this Order.

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19  
20       **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21       DATED: January 8, 2025

22       **HILL, FARRER & BURRILL LLP**

23  
24       By: /s/ William A. White

25       William A. White  
26       Attorneys for Plaintiff IWATANI  
27       CORPORATION OF AMERICA  
28



1 DATED: January 8, 2025

STINSON LLP

2  
3  
4 By: /s/ Eric C. Liebeler

Eric C. Liebeler

5 Brandon R. Nagy (admitted pro hac vice)

6 David G. Parry (admitted pro hac vice)

7 Jackson Kennedy (admitted pro hac vice)

8 Sarah R. Almquist (admitted pro hac vice)

Stinson LLP

9 Damian D. Capozzola (No. 186412)

10 Timothy R. Laquer (No. 306917)

The Law Offices of Damian D. Capozzola

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12 Counsel for Defendants  
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1 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatures  
2 listed, and on whose behalf this filing is submitted, concur in the filing's content and  
3 have authorized the filing.

4  
5 DATED: January 8, 2025  
6  
7

8 By: /s/ William A. White  
9 William A. White  
10 Attorneys for Plaintiff  
11 IWATANI CORPORATION OF  
12 AMERICA  
13

14 **IT IS SO ORDERED.**  
15

16 Dated: January 10, 2025  
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18   
19 Hon. Karen E. Scott  
20 United States Magistrate Judge  
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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full company name  
and address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on \_\_\_\_\_ [date] in the case  
of *Iwatani Corporation of America v. Nel ASA, et al.*, Case No. 8:24-cv-00192 JVS  
(KESx). I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with  
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_